

A Tenant's Guide to Renting in Davenport

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Other Resources

- Legal Aid – 322-6216
- Legal Services of Iowa – 515-243-2151 or 800-532-1275
- Scott County Mediation Office – 326-5090 or 445-0557
- Neighborhood Enhancement (Housing Inspections) – 326-7746
- Scott County Health Department – 326-8618
- City of Davenport Bulky Waste Pickup – 326-7732
- Humane Society/Animal Control – 388-6655

A) Tenant Responsibility

It is your responsibility as a tenant to review your lease before signing. Generally your lease will spell out your responsibilities as a tenant. Refer to the list below for guidance if you do not have a lease or if your lease does not spell out your responsibilities as a tenant. These are responsibilities of all property owners in Davenport, regardless of whether you rent or own.

- Keep the property (inside and outside) clear of junk, trash and debris.
- Maintain sanitary conditions to avoid infestations of pests.
- Inoperable or unregistered vehicles should be stored in a garage. Operable vehicles should be parked on approved surfaces.
- Properly use and place your garbage cart and recycling bins. Your garbage cart and recycling bins should not be set out earlier than 7pm the night before pickup and no later than 7am the day of pickup.
- Properly maintain your yard (unless specified otherwise in your lease) and properly dispose of yard waste.
- Periodically check your battery-operated smoke detector and replace spent batteries as needed.
- Do not exceed the occupancy limit. Sleeping rooms must be at least 70 square feet for two persons, with 50 square feet for each additional occupant. Check your lease, your landlord may have other requirements and will likely require that you list all occupants on the lease, including children.

B) Landlord Responsibility

- What do I do if the City puts a tag on my building telling me I have to move out?
Call your landlord. In most cases your landlord will be working to meet the requirements for releasing the tag on your building.

You may also want to call the City of Davenport's Relocation Assistance program to see if you qualify for relocation assistance. You need to call the resource specialist within 15 days of receiving notice to vacate, so don't delay. Relocation Assistance can be reached at 563-328-6710.

Carefully read the notice and if you have any questions, contact the Community Services Division at 563-326-7746 or the inspector whose name is on the notice.

- You can review what the landlord's responsibilities for property maintenance are at www.cityofdavenportiowa.com/publicworks. Use the Property Maintenance Codes and Enforcement Link.

C) 10 Important Tenant Rights

As a renter there are ten important rights you should be familiar with.

1. Repairs
2. Rent Increases
3. Retaliation
4. Taking Tenants Property
5. Deposits
6. Lockouts/Utility Shut-offs
7. Landlords' Right to Enter
8. Landlords' Notice to Move Out
9. Tenants' Notice of Moving
10. Evictions

1) Repairs

In most cases, the landlord is responsible for repairs. The tenant must notify the landlord when repairs are needed. If the landlord fails to make the repairs, the tenant can use future rent money to fix the problem. The following rules must be adhered to if a tenant chooses to make repairs and deduct from their rent. If you do not

follow the correct procedure, you can be evicted for non-payment of rent. If you have questions about the correct procedure, seek legal advice.

1. You may use the “repair and deduct” procedure only if the landlord refuses to make repairs which:
 - a. the landlord agreed to make under the rental agreement; or
 - b. result in a violation of health or housing codes; or
 - c. make the apartment unsafe or unfit or uninhabitable.
2. In order to use rent money for repairs, the tenant must first give the landlord notice in writing at least 14 days before the next date the rent is due.
3. Repair expenses may not be greater than one month’s rent.
4. Repair expenses are to be deducted from the rent due; all extra money must be paid to the landlord on the regular rent day.
5. The repair must be done before deducting the cost of the repairs from the rent.
6. You must be able to substantiate repairs made. Keep your repair receipts.

For very serious repair problems, such as lack of heat, water, or toilet facilities, the tenant can make repairs as soon as the landlord fails to do so. A written notice must be given immediately, telling the landlord you are going to spend rent money to make the repair. The tenant can spend more than one month’s rent to correct these very serious problems.

Sources: Iowa Code §§562A.15,.23(1), and .27(4).

2) Rent Increases

Before the rent can be raised, the landlord must give the tenant a written notice. If you have a long-term lease, 6 months or longer, your rent usually cannot be raised during that time. Check your lease to see if it says anything on this point.

Landlords must give tenants a full 30-day written notice before a rent raise can go into effect.

There is no rent control in Iowa. That means the landlord can raise the rent as much and as often as he or she wants to, unless there is a long term lease.

Sources: Iowa Code §562A.13.

3) Retaliation

It is illegal for the landlord to raise rent or evict in retaliation for a tenant:

1. calling the health or Housing Inspection department; or
2. complaining to the landlord about needed repairs or; or
3. joining a tenants’ union.

If the landlord tries to raise rent or to evict within one year following a good faith complaint by the tenant, the law “presumes” that the landlord is acting in retaliation. However, the presumption does not apply if the landlord has a good reason to raise the rent (for instance, an increase in utility costs) or to evict (for instance, non-payment of rent).

Sources: Iowa Code §562A.36

4) Taking of Tenants’ Property

It is illegal for a landlord to take away your household goods (furniture, kitchen things, etc.), even if you fall behind in rent. If your landlord tries to seize or lock up your property, you should immediately seek legal advice.

Sources: Iowa Code §§562A.31, 627.1 et seq.

5) Deposits

You cannot be made to pay more than 2 months' rent as a deposit. "Deposit" includes pre-paid rent.

The landlord may hold your deposit until 30 days after you move out and provide your forwarding address. By the end of 30 days, the landlord must either return your deposit in full or give you a written explanation of why money is being kept.

A tenant may not be charged for such things as ordinary cleanup and wear and tear. However, unpaid rent and the costs of damages caused by the tenant can be paid for out of the deposit.

If a deposit is being kept, without explanation, more than 30 days after you move and provide your address, the landlord loses any right to keep the deposit. Unreturned deposits may be claimed by suing in Small Claims Court. You do not need a lawyer to do this.

Source: Iowa Code §562A.12

6) Lockouts/Utility Shutoffs

If a landlord wants you to move, he or she must go through Court to get an eviction order. You cannot be locked out, or have your utilities shut off, to force you to move out.

Sources: Iowa Code §562A.33.

7) Landlords' Right to Enter

The landlord is required to give 24 hours advance notice to the tenant if he or she needs to enter the rented house or apartment. The entry should be for "reasonable purposes" (repairs, inspections, show the house to someone who wants to buy it). The entry should also be at "reasonable times".

In an emergency (fire, etc.) the landlord may enter without advance notice.

Sources: Iowa Code §563.19.

8) Landlords' Notice to Move Out

The rules for tenants on short-term leases, month-to-month or less, vs. long term leases, greater than 6 months, are slightly different.

For short-term leases, month-to-month and weekly, the landlord does not have to give any reason for asking you to move. However, you can not be asked to move out for reason of retaliation, refer to Item 3 of this document.

If you have been asked to move:

- due to unpaid rent. The landlord must give a written notice giving the tenant three (3) full days to pay all rent which is due. The landlord must accept the rent if it is offered in full during those three (3) days. After the three (3) days are up, the landlord does not have to accept the rent, even if it is offered in full.
- for other reasons and you are *renting on a month-to-month basis*, the landlord must give a written notice to move out, thirty (30) days before the next day rent is due. If less than thirty (30) days are given, the notice is not effective until the following date on which rent is due.

- for other reasons and you are renting *by the week as a roomer* (no separate bathroom or kitchen), the landlord must give a written notice to move out, ten (10) days before the next day rent is due. If less than ten (10) days are given, the notice is not effective until the following date on which rent is due.

Tenants with long-term leases, leases of six months or greater, can only be told to move out before the end of their lease for serious violations of their lease or rules. This process requires:

- The landlord must first provide the tenant with a written warning, giving them fourteen (14) days to correct their behavior.
- If the problem is not corrected in those fourteen (14) days, the landlord can then go to the Court to make the tenant move. This can happen no less than thirty (30) days after the original notice.
- Exceptions. Tenants who have received a written warning are not entitled to another thirty (30) day notice if they break the conditions of the lease again within one year.

NOTE: These “serious violation” protections have been found to apply to all tenants in Section 8 and Section 236 housing projects, whether or not they have long-term leases.

A NOTICE TO MOVE OUT IS NOT AN EVICTION. THE LANDLORD MUST STILL GO TO COURT TO FORCE YOU OUT. See Section 10.

Sources: Iowa Code §562A.27(1), .27(2), .34.

9) Tenant’s Notice of Moving

Tenants, like landlords, are legally required to give written notice before they plan to move out.

- *Month-to-month tenants* must give the landlord a thirty (30) day written notice of their plans to move. That means thirty (30) days before the date the tenant plans to move out.
- *Week-to-week tenants* must give the landlord a ten (10) day notice in writing of their plan to move.
- Long-term leases can not ordinarily be terminated during the time of the lease. If you must move, give as much written notice as you possibly can. Keep a copy for your records.

Sources: Iowa Code §562A.34

10) Evictions

There must first be a valid, written notice to move out. Refer to sections 3 and 8.

After the notice to move has run out, a Court action may be filed. It is called an action for forcible entry and detainer. Once this process is started:

- The tenant must be given a written notice to appear in court. The notice must be delivered at least five (5) days before the hearing (not counting the day of delivery).
- At the hearing, the tenant may appear and fight the eviction. Both sides will be given a chance to tell their side of the story. Tenants should bring any records and witnesses to the hearing that will help their case.
- The Judge will usually decide the case at once.
- If you lose, the Judge may give additional time to move. This may be reason to go to the hearing, even if you think you are going to lose.

Sources: Iowa Code §§648.1 and following; 631.1 and following.